

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

CRISHANDA PATTON, an individual, on
behalf of herself, and on behalf of all
persons similarly situated,

Plaintiff,

v.

CHURCH & DWIGHT CO., INC.;

Defendant.

Case No.: EDCV 18-903-MWF (KKx)

**JUDGMENT APPROVING CLASS
ACTION SETTLEMENT AND
ORDER AWARDING
ATTORNEYS' FEES, COSTS,
AND CLASS REPRESENTATIVE
ENHANCEMENT PAYMENT**

This matter came before the Court on June 10, 2019, for a hearing on the Motion for Final Approval of Class Action Settlement and Motion for Final Approval of Attorneys' Fees, Costs, and Class Representative Enhancement Payment. Due and adequate notice having been given to Class Members as required by the Court's Preliminary Approval Order dated February 26, 2019. The Court has received no objections to the Settlement. The Court determines that Settlement is fair, adequate and reasonable.

Good cause appearing, it is hereby **ORDERED, ADJUDGED, AND DECREED** as follows:

1 1. For purposes of this Order, the Court adopts and incorporates all
2 definitions set forth in the Settlement Agreement unless a different definition is set
3 forth in this Order.

4 2. The Court finds that the requirements of Rule 23 of the Federal Rules
5 of Civil Procedure and other laws and rules applicable to final settlement approval
6 of class actions have been satisfied, and the Court approves the settlement of this
7 Action as memorialized in the Settlement Agreement, which is incorporated herein
8 by this reference, as being fair, just, reasonable and adequate to the Settlement
9 Classes and its members.

10 3. The Gross Settlement Fund of \$300,000.00 appears to be the product
11 of arm's length and informed negotiation and treats all Settlement Class Members
12 fairly.

13 4. The Court certifies for purposes of implementing the Settlement
14 Agreement, the Settlement Class consisting of: "all individuals in the United States
15 of America who filled out Defendant's 'standard application form' permitting
16 Defendant to obtain a consumer report verifying applicants' background and
17 experience during the Class Period."

18 5. The Class Period of April 30, 2013 to April 30, 2018, is hereby made
19 final.

20 6. The Class Notice was sufficient to inform Settlement Class Members
21 of the terms of the settlement; their rights under the settlement; the processes for
22 receiving a settlement distribution; their right to receive a share of the Net
23 Settlement Fund or elect not to participate in the settlement or object to the
24 settlement, including attorneys' fees and costs; and the date and location of the final
25 approval hearing. The Class Notice was mailed to Class Members using their last
26 known contact information. Therefore, the Court finds and determines that the
27 Class Notice was complete and constitutionally sound and "the best notice
28 practicable under the circumstances." Fed. R. Civ. P. 23(c).

1 7. No Class Members objected to the terms of the settlement.

2 8. There are five (5) individuals who have validly requested exclusion
3 from the Settlement Class.

4 9. Pursuant to the Settlement Agreement, upon entry of this order,
5 Plaintiff and each Settlement Class Member release and discharge the Release
6 Parties pursuant to the following release:

7 Upon final approval by the Court of the Settlement, and except as to such
8 rights or claims as may be created by the Settlement, each Class Member
9 who has not submitted a timely and valid Request for Exclusion, and
10 without the need to manually sign a release document, in exchange for the
11 consideration recited in the Settlement, on behalf of himself or herself and
12 on behalf of his/her current, former, and future heirs, executors,
13 administrators, attorneys, agents, and assigns, shall, and does hereby, fully
14 and finally release Defendant and the other Released Parties as defined in
15 Paragraph 1, from any and all claims of any kind whatsoever, whether
16 known or unknown, whether based on common law, regulations, statute,
17 or a constitutional provision, under state, federal or local law, arising out
18 of the allegations made in the Action and that reasonably arise, or could
19 have arisen, out of the facts alleged in the Action as to the Class Members,
20 including, but not limited to, claims arising from the procurement of a
consumer report on them by any of the Released Parties, and any other
claims for violations of the Fair Credit Reporting Act, 15 U.S.C. §1681b,
et seq., whether willful, or otherwise, for declaratory relief, statutory
damages, punitive damages, costs, and attorneys' fees. Notwithstanding
the foregoing, nothing in the Settlement releases any claims that cannot
be released as a matter of law.

21 10. The Court orders the Parties to carry out the terms of this order and to
22 implement the Settlement Agreement according to its terms including the
23 calculations and the payments to made.

24 11. The Court hereby finds that Plaintiff and Class Counsel adequately
25 represented the Settlement Class for purposes of entering into and implementing the
26 settlement. The Court hereby confirms Kingsley & Kingsley, APC as Class
27 Counsel in the Action.
28

1 12. The Court hereby finds the unopposed application of Class Counsel for
2 a costs and attorneys' fees award provided for under the proposed Settlement to be
3 fair and reasonable in light of all the circumstances and is hereby granted. Of the
4 Gross Settlement Fund, \$75,000 or 25% shall be paid for attorney fees and
5 \$1,000.00 shall be paid for litigation costs.

6 13. The unopposed application of Class Counsel for a Service Award is
7 hereby granted. Of the Gross Settlement Fund, a \$5,000.00 Enhancement shall be
8 allocated to Named Plaintiff Crishanda Patton.

9 14. The unopposed application of Class Counsel for claims administration
10 fees to Rust Consulting, Inc. is hereby granted. Of the gross settlement amount,
11 \$25,000.00 shall be paid for settlement administration fees.

12 15. The Parties shall bear their own costs and attorneys' fees except as
13 otherwise provided by the Agreement and the Final Approval Order.

14 16. This document shall constitute a Final Judgment for purposes of
15 Federal Rule of Civil Procedure 58. This Judgment is intended to be a final
16 disposition of the above-captioned action in its entirety.

17 17. This action is dismissed with prejudice, each side to bear its own costs
18 and attorneys' fees except as provided by the Settlement and this Order.

19 18. The Court retains jurisdiction to consider all further applications
20 arising out of or in connection with the Settlement.

21
22 IT IS SO ORDERED.



23
24 Dated: August 6, 2019

25 MICHAEL W. FITZGERALD
26 United States District Judge
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